

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

Ruder Finn, Inc.

## 2. Registration Number

6840

## 3. Primary Address of Registrant

425 East 53rd Street, New York City, NY 10022

## 4. Name of Foreign Principal

Consulate General of The People's Republic of China in New York

## 5. Address of Foreign Principal

520 12th Avenue  
New York City, NY 10036

## 6. Country/Region Represented

CHINA

## 7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_

## 8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Consulate General in New York

b) Name and title of official with whom registrant engages

Zhisong Chen, Consul

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/06/2020Ian Glover/s/ Ian Glover

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/6/2020Ian Glover  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Ruder Finn, Inc.

2. Registration Number  
6840

3. Name of Foreign Principal  
Consulate General of The People's Republic of China in New York

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/10/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Advice and counsel regarding public relations

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Advice and counsel regarding public relations

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/06/2020Ian Glover/s/Ian Glover



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/6/2020Ian Glover

## **Appendix**

### **Response to Item 10**

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

Advice and counsel regarding public relations. The registrant may contact members of US media in connection with public relations matters of interest to the foreign principal. Although the registrant initially signed a contract with the foreign principal to engage in registrable activities, no such activities have taken place under the contract and no activities are contemplated in the future

**EXHIBIT A**

**[TO BE ATTACHED]**

**Rate Card**

**OR**

**[see Rate Card attached to applicable SOW]**

**EXHIBIT B**

**[TO BE ATTACHED]**

**Company Information**

**Company Key Employees:**

**Send Invoices and Legal Notices to:**

**Attention:**

**STATEMENT OF WORK**

**[TO BE ATTACHED]**





R U D E R • F I N N

**June 8, 2020**

**Consulate General of  
The People's Republic of China in New York  
520 12<sup>th</sup> Avenue  
New York, NY 10036**

Attn: Jin Qian, Deputy Consul General

Dear Consulate General of The People's Republic of China in New York (hereinafter, "Company," "you," your"):

We are pleased that you have selected Ruder Finn, Inc., a New York corporation ("Ruder Finn," "we," "us"), as your public relations advisor. This letter agreement (this "Agreement") by and between Company and Ruder Finn (each, a "party" and together, the "parties") sets forth the terms and conditions under which Ruder Finn will provide its services to you. Upon the full execution of this Agreement by the parties hereto (in form and substance satisfactory to both parties), it shall be effective as of the date set forth above (the "**Effective Date**").

1. **Engagement; Statements of Work.** Company hereby engages Ruder Finn to act as its non-exclusive public relations advisor in accordance with the terms and conditions herein. During the Term (as defined below in Section 9) of this Agreement, Ruder Finn will provide such public relations services (the "Services") as may be agreed upon by the parties in one or more Statements of Work (as defined herein). Ruder Finn shall provide its Services in a professional manner, using reasonably trained and skilled personnel. Ruder Finn shall have no obligation to provide any services requested by Company unless and until the parties execute a mutually agreeable Statement of Work. As used herein, a "Statement of Work" or "SOW" means a written statement of work executed by each of the parties that is governed by the terms and conditions of this Agreement; and that sets forth, at minimum, (a) the scope of the Services to be rendered by Ruder Finn, (b) the date(s) on which such Services shall commence, (c) the Deliverables, if any (as defined below), and (d) the fees and other financial terms relating to such Services. The parties agree that upon the full execution of each Statement of Work by the parties hereto, such SOW shall be incorporated by reference as part of this Agreement. In the event of a conflict between this Agreement and a Statement of Work, this Agreement shall control. If Company requests that Ruder Finn provide any services prior to the execution of a Statement of Work or after the termination of the applicable Statement of Work, such services shall be deemed to be "Services" subject to

the terms and conditions of this Agreement and shall be billed at Ruder Finn's then-current rates. Company acknowledges and agrees that, unless expressly provided otherwise, all dates, timelines and other milestones included in each Statement of Work are provided for reference only, and may be subject to change.

## 2. Financial Terms.

### (a) **Fees.**

- (i) Unless a Statement of Work expressly provides otherwise, Ruder Finn's Services are provided on a "time-and-materials" basis, invoiced in accordance with this Agreement and calculated as: (i) the time billed by Ruder Finn's account team and other professionals on Company's matters in accordance with the Statement of Work multiplied by the applicable hourly rate, plus (ii) the cost of Services provided to Company through vendors and other third-party providers (collectively, the "Services Fee"). The Ruder Finn rate card, as of the Effective Date is attached hereto, or in the applicable Statement of Work, as Exhibit A. Ruder Finn may amend the rate card from time to time upon thirty (30) days' prior written notice to Company. With respect to Services rendered strictly on a time and materials basis (i.e., Services other than those that may be provided on a project basis and billed at a fixed fee, as described below in Subsection 2(a)(ii)), Ruder Finn will maintain records of all actual staff time and work with respect to an applicable SOW.
- (ii) Alternatively, Services may be provided on a monthly or project basis whereby a "fixed" Services Fee (for Ruder Finn personnel) shall be determined based on an estimate of the hourly cost and work of Ruder Finn personnel to provide certain deliverables ("Deliverables"), and a payment schedule will be set forth in the applicable SOW; along with a good faith estimate of the cost of Services to be provided to Client through vendors and/or other third parties, if applicable. Subject to Subsection 2(a)(iii) below, no adjustment shall be made to such "fixed" Services Fee, whether on a monthly or on a project basis, unless Client requests a material change in the applicable SOW which would require Ruder Finn to incur a material additional cost with respect to the Services rendered and/or the Deliverables to be provided to Client (e.g., an material increase in the estimated number of hours to be rendered on a monthly basis or a request that the Services include Deliverables to be provided through third parties).
- (iii) In each case set forth above in this Subsection 2(a), Services through vendors and other third-party providers will be charged to Company at the cost invoiced to Ruder Finn and included as part of the Services Fee.

- (b) **Expenses.** Company agrees to: (i) reimburse Ruder Finn for all direct expenses incurred by Ruder Finn in the provision of the Services, subject to any "Expenses Cap" as defined in an applicable SOW, including but not limited, to travel and lodging expenses; telephone, cell phone, text and communications expenses; costs of paper and consumable materials; costs of copying and reproduction; mailing, shipping and delivery expenses; and third-party editorial fees, including editorial contact fees, as well as other third party expenses in connection with the Services; and (ii) pay a monthly charge of three percent (3%) of the applicable Services Fee for the cost of databases, subscriptions and services purchased by Ruder Finn and accessible by Ruder Finn

personnel on behalf of all its clients (collectively, the "Expenses"). (For administrative efficiency, Ruder Finn calculates the fee for the use of such shared database and subscription services by its clients at a flat rate and does not attempt to measure the specific usage of such tools on a client-by-client basis.) Notwithstanding the foregoing provisions of this section 2(b), Ruder Finn confirms that before incurring travel and lodging expenses for any single trip (or group of related trips) or that are expected to exceed \$2,500 in the aggregate, Ruder Finn shall advise the Company of the proposed trip and shall obtain the Company's written consent for the incurrence of such expenses.

- (c) **Production Expenses.** If the Services include the development of any content production, including video production, film production, television production, extensive still-photography shoot or other such endeavor (including the retention of any celebrity or spokesperson on behalf of Company) that requires the use of third-party contractors and that is expected to result in recurring monthly expenses of more than five hundred dollars (\$500.00), or a one-time expense of more than one-thousand dollars (\$1,000.00) then, Ruder Finn (i) shall obtain the Company's prior written consent before incurring such charges (collectively, "Production Expenses") and (ii) may, at its option, require that Company enter into a billing arrangement with the third party providing such production services so that all such Production Expenses incurred are charged directly to Company. Ruder Finn reserves the right to require a deposit or prepayment by Company for any Production Expenses prior to engaging the third party.
- (d) **Invoices.** Ruder Finn will invoice Company for the Services Fee and the corresponding Expenses in accordance with the terms set forth in the applicable SOW, but no less frequently than on a monthly basis, on or around the first day of each month. Unless a SOW expressly provides otherwise, all amounts invoiced shall be due and payable within thirty (30) days of the invoice date. Unless Company notifies Ruder Finn otherwise in writing, all invoices will be sent to Company at the address set forth in Section 16 below. Invoices for the Services Fees and for Expenses may be sent separately. Each invoice will describe the charges in reasonable detail. Company shall best efforts to notify Ruder Finn promptly in writing, but in any event within thirty (30) days of the invoice date, if it disputes any portion of an invoice or if it requests additional details. Company shall pay all undisputed amounts according to the payment terms set forth in this Agreement. All undisputed invoices shall be final and binding upon Company if Company fails to object in writing within one (1) year of the invoice date. The parties hereby agree that they shall act in good faith to promptly resolve any billing dispute.
- (e) **Records.** Ruder Finn will retain all material records relating to the Services Fees and the Expenses charged to Company for a period of two (2) years from the applicable invoice date, provided that Ruder Finn undertakes no obligation to retain receipts or other evidence of expenses of less than \$50.00. If reasonably requested by Company, for a period of two (2) years from the date on which the expense occurred, Ruder Finn will provide copies of records supporting Expenses invoiced to Company (other than expenses of less than \$50.00). For extensive requests for documentation, Ruder Finn reserves the right to impose a charge commensurate with the time required by Ruder Finn's personnel to comply with Company's requests.
- (f) **Late Payments.** Without limiting Ruder Finn's other rights or remedies: (i) if any undisputed amount is past due by more than thirty (30) days, Ruder Finn may charge

interest equal to the lesser of 1.5% per month of the unpaid amount or the maximum interest rate allowed by applicable law, whichever is less; and (ii) if any undisputed amount is past due by more than sixty (60) days, Ruder Finn may cease providing any Services under this Agreement immediately upon written notice to Company. If Company fails to make one or more payments when due or if Ruder Finn reasonably believes that Company's financial condition has deteriorated or become impaired, Ruder Finn may change its payment terms upon written notice to Company.

3. Company Obligations. Company shall devote adequate personnel and resources to the public relations programs set forth in each Statement of Work and shall respond promptly to Ruder Finn's requests for approvals required under each Statement of Work. Company shall identify in writing one or more Company employees who shall have authority to approve materials delivered and to make other decisions required under Statements of Work ("Key Company Employees"). The Key Company Employees as of the Effective Date are set forth on Exhibit B, provided that Company may name additional or different Key Employees on Statement(s) of Work who are responsible for the Services described in the Statement of Work. Company may name additional Key Company Employee(s) or remove any Key Company Employee(s) listed on Exhibit B from time to time upon five (5) days' prior written notice to Ruder Finn. Notwithstanding the foregoing, Ruder Finn may rely on all approvals, written or oral, given by any Company personnel if Ruder Finn reasonably believes, in light of the circumstances, that such personnel have authority to give such approvals. In addition, Company shall be responsible: (a) for obtaining all consents and permits from its employees and other personnel so that Ruder Finn may provide the Services (including any necessary rights to data and personal information) and (b) to the extent that the Services require access to Company's systems and software, for using its best efforts to obtain sufficient rights so that Ruder Finn may provide the Services as contemplated by the applicable Statement of Work. Company shall provide reasonable access to Company's facilities to the extent necessary or advisable to perform the Services.

4. Confidentiality.

- (a) *Definition.* "Confidential Information" means the terms of this Agreement and all other confidential or proprietary information that is disclosed by a party to the other party and that is designated as confidential, regardless of the form in which it is disclosed, or that should reasonably be understood to be confidential, including any such confidential information provided by a party prior to the Effective Date. "Confidential Information" shall not include information which the recipient can demonstrate: (i) is or becomes publicly known through no fault or act of the receiving party; (ii) was in recipient's knowledge or possession prior to disclosure thereof by the disclosing party; (iii) was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (iv) is rightfully received by the receiving party from a third party without contractual restrictions and without breach of this Agreement; or (v) is approved for release by prior written authorization of the disclosing party.
- (b) *Obligations of Confidentiality.* Each party agrees that the party receiving the Confidential Information will, unless such receiving party receives the prior written consent of the other party: (i) use or disclose the Confidential Information only for the purpose of fulfilling its obligations under this Agreement; (ii) restrict access to the other party's Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised to treat such information in

accordance with the terms of this Agreement; (iii) protect the Confidential Information of the other party with at least the same level of care that it uses to protect its own confidential information, but in no event less than reasonable care, and (iv) return or destroy all Confidential Information provided by the disclosing party in its possession upon termination or expiration of this Agreement or upon the disclosing party's written request at any time .

- (c) *Legal Requirements.* Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information pursuant to any order of a court or other governmental authority or other applicable legal requirement; *provided, however*, that the receiving party shall give prompt notice of any such demand or legal requirement to the disclosing party, provide reasonable cooperation at the disclosing party's expense if the disclosing party decides to oppose the order or other legal requirement, and only discloses the disclosing party's Confidential Information to the extent necessary to comply with the order or other legal requirement.
- (d) *Ruder Finn Performance of Services.* Company acknowledges that, in order to provide the Services and to meet the objectives set forth in a Statement of Work, it may be necessary or advisable for Ruder Finn to disclose certain of Company's Confidential Information. Accordingly, the Company will use reasonable efforts to respond promptly to Ruder Finn's requests for the Company's written consent to the disclosure by Ruder Finn of certain of the Company's Confidential Information. The parties agree that the fact that Ruder Finn acts as a public relations advisor to Company is not Confidential Information.
- (e) *Survival.* The parties' obligations under this Section 4 shall survive the expiration or termination of this Agreement for a period of two (2) years.

## 5. Ownership; Licenses.

- (a) *Background Intellectual Property.* All intellectual property owned by or licensed to Ruder Finn prior to the Effective Date and any improvements, enhancements and/or derivative works thereto and thereof ("Ruder Finn Background Intellectual Property") shall remain the property of Ruder Finn or its licensors. All intellectual property owned by or licensed to Company prior to the Effective Date and any improvements, enhancements and/or derivative works thereto and thereof ("Company Background Intellectual Property") shall remain the property of Company or its licensors. Ruder Finn grants Company and its Affiliates a non-exclusive, irrevocable, perpetual, worldwide, transferable and royalty-free license to use Ruder Finn Background Intellectual Property that is incorporated into, and/or necessary for the use of the Deliverables as contemplated by this Agreement and as expressly set forth in the applicable Statement of Work. The term "Deliverables" means all press releases, planning documents, reports, charts, or other materials, whether written, graphic, or in the form of electronic media, created by Ruder Finn (whether solely or jointly with others) and delivered to Company pursuant to a Statement of Work hereunder.
- (b) *Ownership of Deliverables.* Company shall, upon full payment of undisputed amounts to Ruder Finn for all materials produced hereunder, own all right, title and interest in and to all Deliverables, other than Third Party Intellectual Property (as defined below) and Ruder Finn Background Intellectual Property. Except for Third Party Intellectual



Property and Ruder Finn Background Intellectual Property, Deliverables shall constitute a "work made for hire" as that term is defined in the U.S. Copyright Act of 1976, as amended, or such comparable term under the applicable statute or convention related to copyright usage in any country in which such materials are used. Upon full payment to Ruder Finn of undisputed amounts, Ruder Finn will assign to Company all of Ruder Finn's right, title and interest in and to the Deliverables, including all intellectual property rights therein (subject to any applicable third party restrictions).

- (c) *Third Party Intellectual Property.* Company acknowledges and agrees that Deliverables may include the intellectual property of third parties, including but not limited to intellectual property rights held by influencers, models, actors, musicians, photographers, designers, bloggers, celebrities and spokespeople. Unless a Statement of Work provides that ownership of such work will be assigned to Company, as between Ruder Finn and Company, all intellectual property and other proprietary rights from third parties incorporated into the Deliverables (the "Third Party Intellectual Property") shall remain the property of the applicable third-party licensor. Ruder Finn will use best efforts to obtain a non-exclusive, irrevocable, perpetual, worldwide, transferable, royalty-free license to use Third Party Intellectual Property that is incorporated into the Deliverables, but at a minimum, Ruder Finn will secure sufficient rights in Third Party Intellectual Property to allow Company to use any Deliverables as contemplated under the Statement of Work. Ruder Finn will advise the Company in writing if the inclusion of Third Party Intellectual Property in any Deliverable(s) limits in any material way the Company's ability to use the Deliverable(s) or Company's rights therein. If the Services require the use of third-party commercial software, Ruder Finn may require Company to obtain licenses to such third-party commercial software directly from the licensor, and Company shall ensure that Company holds sufficient rights so that Ruder Finn may provide such Services.
- (d) *Ruder Finn Intellectual Property.* Notwithstanding any contrary provision herein, all methods, processes and ideas developed by Ruder Finn after the Effective Date that are applicable solely or primarily to the public relations field, including but not limited to tools and methods used to measure, gauge or influence public awareness of and attitudes towards corporations and corporate brands, shall be the sole and exclusive property of Ruder Finn and shall be deemed part of the Ruder Finn Background Intellectual Property for purposes of this Agreement.

6. Representations; Compliance with Laws. Each of the parties hereto represents, warrants and covenants to the other party that as of the date hereof and through the duration of the Term:

- (a) it is a corporation duly organized, validly existing and in good standing under the laws of the State or country of its incorporation, and the person executing this Agreement on its behalf is duly authorized to do so; it has the requisite power and authority to enter into this Agreement and to perform all of its obligations hereunder; and upon its full execution, this Agreement will constitute a valid and binding agreement of each of the parties hereto, enforceable in accordance with its terms.
- (b) it shall comply with all applicable laws and regulations in the performance of its obligations under this Agreement. If the Services include support by Ruder Finn of any medical or pharmaceutical research, study, investigation or application or any other health-

related initiative by Company, Company shall comply with all applicable laws, rules and regulations in its performance of such work, shall notify Ruder Finn in writing of any obligations imposed on Ruder Finn pursuant to such laws, rules or regulations and shall use its best efforts to obtain, as promptly as possible, all third-party consents necessary or advisable for Ruder Finn to provide the Services.

7. Conflicts of Interest. Ruder Finn is committed to the integrity of its work for its clients and follows the PRSA Code of Ethics, as adopted and published by the Public Relations Society of America (PRSA) (and available at [www.prsa.org](http://www.prsa.org) under the link for Ethics). Before accepting any new work from its existing or prospective clients, Ruder Finn reviews the proposed work for potential conflicts of interest with Ruder Finn's existing client projects, as well as for potential conflicts of interest with Ruder Finn's own financial interests. Conflicts of interest may occur, for example, if Ruder Finn is asked to represent a client with a product or service that directly competes with a Company product or service. A conflict of interest may occur, in addition, if Ruder Finn holds a material financial interest in a company that is a competitor to Company. If Ruder Finn determines, in its reasonable discretion, that new work for another client would constitute a conflict of interest with work provided to Company hereunder and that the new work cannot be performed without compromising one or both of such clients' interests, Ruder Finn will refer the new work for the other client to its affiliated agency, and, subject to Ruder Finn's obligations of confidentiality to the other client, Ruder Finn will notify one or more of the Company Key Employees in writing of the conflict.
8. Disclaimer of Warranties. Company acknowledges and agrees that: (i) Ruder Finn has no control over information once it has been issued to the media or another third party; and (ii) Ruder Finn cannot assure the use of any material by any medium or assure that information published by any third party will be accurate or meet Company's needs. Ruder Finn makes no warranty regarding, and does not guarantee, any specific or overall results or returns from public relations, publicity, research or any other activity performed by Ruder Finn under this Agreement. ALL SERVICES AND ALL DELIVERABLES PROVIDED BY RUDER FINN UNDER THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.
9. Term and Termination.
  - (a) This Agreement shall begin on the Effective Date and shall continue until the later of: (i) the expiration of the Term set forth herein, or (ii) the completion of the Services set forth in a Statement of Work hereunder, unless earlier terminated as provided herein. The "Term" hereunder shall be for a period of three (3) years, subject to the provisions set forth in this Section 9.
  - (b) Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of this Agreement and shall have failed to cure such breach, if curable, within thirty (30) days of receipt of written notice from the non-breaching party.
  - (c) Subject to the terms and conditions of this Section 9, Company may terminate this Agreement for convenience upon sixty (60) days' prior written notice to Ruder Finn. If Company terminates this Agreement for convenience as provided herein, Company agrees that it shall make payment to Ruder Finn of the undisputed amount for all Services rendered

and Expenses incurred in connection therewith for the period up to the effective date of the termination of this Agreement.

(d) Ruder Finn may terminate this Agreement in the event that Company fails to pay undisputed Services Fees due hereunder (and/or undisputed outstanding third-party Expenses incurred in rendering the Services) that remain unpaid for any period that exceeds ninety (90) days.

#### 10. Indemnification.

(a) Company agrees to defend, indemnify and hold harmless Ruder Finn, its parent, affiliates and their respective members, officers, directors, employees, shareholders, subcontractors and agents, against any loss, cost or expense (including reasonable attorneys' fees) that any such indemnitee may sustain or incur as a result of any third party claim (a "Legal Action") arising out of: (i) any materials provided by or used at the direction of Company, including any claim that such materials infringe upon, violate or misappropriate the intellectual property rights, rights of privacy, rights of publicity or other proprietary rights of a third party, (ii) the negligence or willful misconduct of Company's personnel, employees, contractors, representatives or agents, including any claim that Company's personnel, products or services caused damage to property, bodily injury or death, (iii) any non-compliance with applicable law; and (iv) any failure by Company to make payments to a third party under a billing arrangement described in Section 2.

(b) Ruder Finn agrees to defend, indemnify and hold harmless the Company, its parent, affiliates and their respective members, officers, directors, employees, shareholders, subcontractors and agents, against any loss, cost or expense (including reasonable attorneys' fees) that any such indemnitee may sustain or incur as a result of any third party claim (a "Legal Action") arising out of: (i) any Deliverable(s) or other materials provided by Ruder Finn (or any subcontractor it hires pursuant to this Agreement) subject to any applicable third party restrictions (which Company is notified of in a timely manner at the time of providing such Deliverable(s) to Company), including any claim that such materials infringe upon, violate or misappropriate the intellectual property rights, rights of privacy, rights of publicity or other proprietary rights of a third party, (ii) the negligence or willful misconduct of Ruder Finn personnel, employees, contractors or agents including any claim that an act or omission of such agent(s) caused damage to property, injury or death in connection with the Services not attributable to Company's personnel or agents (as described above in section 10 (a) (ii)); (iii) any breach or alleged breach by Ruder Finn of its representations, warranties, covenants or obligations hereunder; and (iv) non-compliance with applicable law.

(c) Each of Company and Ruder Finn agree that it shall give the other party (as the case may be) reasonable written notice of any Legal Action no later than ten (10) business days of the indemnified party's first knowledge thereof. The indemnifying party shall have sole and exclusive control of the defense of any Legal Action, including the choice and direction of legal counsel. The indemnified party shall have the right to engage its own counsel, at its own expense. The indemnifying may not settle or compromise any Legal Action without the written consent of the indemnified party, which consent will not be unreasonably withheld.

#### 11. Limitations of Liability. EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 10 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE

TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS UNDER ANY TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF, OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, OR COULD HAVE FORESEEN SUCH DAMAGES. RUDER FINN'S AGGREGATE, CUMULATIVE LIABILITY TO COMPANY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID BY COMPANY TO RUDER FINN IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT OR OMISSION GIVING RISE TO LIABILITY.

12. Non-solicitation of Employees. During the Term of this Agreement and for a period of one year thereafter, neither party will, either on their own account or in partnership or association with any person, firm, company or organization or otherwise and whether directly or indirectly, solicit or attempt to solicit (or authorize the taking of such action by any other person or entity), any officer, executive, senior ranking employee (director level or above) of the other party who has worked on the Services at any point during the Term hereunder. The foregoing restrictions will not apply to any employee hired who: (a) responded to a public advertisement or job posting, or (b) was terminated by one party prior to being hired by the other party.
13. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (other than Company's payment obligations), if such delay or failure is due to any cause beyond its control, including without limitation, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.
14. Publicity. Intentionally deleted.
15. Governing Law/Dispute Resolution. This Agreement and all duties and obligations arising pursuant to this Agreement shall be governed by the laws of the State of New York, excluding its conflicts of laws rules. Each of the parties agree to submit to the exclusive jurisdiction of, and waive any venue objections and defenses of lack of personal jurisdiction against, the State and Federal courts located in New York, except that each party acknowledges that any breach of Section 4 cannot reasonably or adequately be compensated by damages in an action at law and that a breach or threatened breach of Section 4 (Confidentiality) shall cause the non-breaching party irreparable injury and damage, and such party shall be entitled, in addition to any other remedies it may have, to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach in any court of competent jurisdiction.
16. Notices. Any notice permitted or required to be given under this Agreement shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested (in addition to a copy of such notice sent via U.S. first class mail), or e-mail addressed to the receiving party at the addresses set forth in Exhibit B hereto (or included in any executed SOW) or by express courier service as follows: (i) if to Ruder Finn at: **425 E. 53rd Street, New York, New York 10022, Attention: Chief Financial Officer**; and (ii) if to Company at the address set forth above on the first page of this Agreement; or to such other addresses as the parties may designate by like notice from time to time. A notice so given shall be effective upon (a) the date of actual receipt by the party to which the notice is sent,

or (b) five (5) days following domestic mailing of such notice by the sender, whichever occurs first.

17. Miscellaneous. This Agreement and each of the Exhibits and/or Statements of Work attached hereto and incorporated herein by reference, constitute the final, complete, exclusive and entire agreement between the parties and supersede all prior or contemporaneous agreements, written or oral, regarding the subject matter of this Agreement. Either party may assign its rights and obligations under this Agreement to any affiliate of such party or to any entity that acquires all of or substantially all of its capital stock or its assets connected to the business to which this Agreement relates, whether through purchase, merger, consolidation or otherwise. The parties agree that prohibited assignments are null and void. Ruder Finn may use subcontractors and freelancers in the performance of its obligations under this Agreement. This Agreement, including any Statement of Work hereto, may be modified or amended only by a writing signed by both parties. No failure or delay to enforce a provision will be deemed a waiver thereof. The parties are independent contractors and not agents of each other. If any portion of this Agreement is unenforceable, the remaining portions shall remain in full force and effect. The following provisions shall survive the termination of this Agreement: Sections 4, 5, 6, 8, 10, 11, 12, 15, 16 and 17.

If the foregoing correctly states our agreement, please so indicate by signing below and returning a signed copy to us. Upon our receipt from Company of a signed copy of this Agreement, the terms and conditions set forth herein shall constitute a binding agreement by and between Ruder Finn and Company as of the Effective Date set forth above.

Sincerely,

**RUDER FINN, INC.**

*Emilie Hayhoe*

By: Emilie Hayhoe

Title: Group Vice President

Date: 6/10/2020 | 4:05 PM EDT

Agreed and Approved:

**Consulate General of  
The People's Republic of China in New York**

*Peilan ZHANG*

By: Peilan ZHANG

Title: Director of the Press and Public Affairs Office

Date: 6/10/2020 | 5:46 下午 EDT